

## **REMARKS**

The independent claims are claims 1, 12, 26, and 29-37. Independent claims 1, 26, 29-32, and 36-37 are rejected under 35 U.S.C. § 102(b) as anticipated by *Kauhanen* (WO 01/65881), hereinafter WO '881. Independent claims 12 and 33-35 are rejected under 35 U.S.C. § 103(a) as obvious from *Kauhanen* in view of *Rasanen* (WO 02/25888), hereinafter WO '888.

### **No Reason Has Been Given for Rejection of Claims 11, 28, 38, and 39**

The Advisory Action (dated 23 October 2007) stated that amendments were being entered. However, the Advisory Action does not indicate any status for claims 38 and 39 which were added in the Response to Final (dated 10 October 2007), and therefore Applicant respectfully requests clarification.

The Advisory Action also indicates that claim 11 is rejected. However, claim 11 was indicated to be allowable at page 14 of the final Office Action. No reason has been given for rejection of claim 11, and therefore Applicant respectfully requests clarification.

Additionally, the Advisory Action indicates that claim 28 is rejected. However, the final Office Action said that claim 28 was only rejected because of 35 USC § 101, and Applicant subsequently amended claim 28 on 10 October 2007 to eliminate that problem. No reason has been given for rejection of amended claim 28, and therefore Applicant respectfully requests clarification.

In summary, the Applicant has not been informed why pending claims 11, 28, 38, and 39 have been rejected. Applicant respectfully submits that these four claims should not have been rejected, and would like to know why they were rejected.

### **Summary of the Advisory Action**

With respect to a first concept of the present invention covered by independent claims 1, 29, 31, 32, the Advisory Action states that WO '881 would anticipate the subject matter of these claims, because a negotiation of parameters would begin when a mobile device does not accept proposed parameters and responds with altered parameters. This response would start the negotiation of parameters.

With respect to a second concept of the present invention, covered by independent claims 12, 33, 34 and 35, the Examiner asserts that WO '881 would disclose that the negotiation is accomplished during the setup of the connection between the mobile station and the target MSC, which would be prior to said change of associations.

With respect to a third concept of the present invention, covered by independent claims 26, 30, 36 and 37, the Examiner is of the opinion that WO '881 would disclose that when an MS and an MSC negotiate a T1max value, the MSC would need to determine a T1max value for the negotiation with the MS.

#### **First Concept Covered by Independent Claims 1, 29, 31, 32**

Applicant respectfully disagrees that a negotiation can be considered to be started by the mobile device of WO '881 responding to the parameters that are proposed by the MSC and are not accepted by the mobile device. The passage in WO '881 to which the Advisory Action presumably refers is the last paragraph on page 13 and the first two paragraphs on page 14.

Therein, the GSM MSC sends a MODIFY-message with default multislot parameters to the mobile station. The mobile station may either:

- accept the new parameters by responding with a MODIFY\_COMPLETE message with the proposed parameters,
- respond with altered parameters, or
- reject the proposed parameters.

From the fact that the mobile station may accept the new parameters sent from the GSM MSC, it is readily clear that the MODIFY-message sent from the GSM MSC is to be understood as the start of the negotiation. If the mobile station does not accept the parameters sent from the GSM MSC, it may continue negotiation by responding with altered parameters, or may reject the proposed parameters.

The response of the mobile station with altered parameters cannot be considered as the start of a negotiation because this response already contains the information that the parameters proposed by the GSM MSC are not accepted. Construing the response of the mobile station with altered parameters as the start of the negotiation would thus contradict the generally-accepted understanding of negotiation, because a negotiation process has to start

with an offer that then may be accepted or altered. However, no person of ordinary skill would understand the altering of proposed parameters as the start of negotiation.

### **Third Concept Covered by Independent Claims 26, 30, 36 and 37**

Applicant also respectfully disagrees that WO '881 discloses the subject matter of independent claims 26, 30, 36 and 37. Those claims require that "protocol entities of the first communication unit and the protocol entities of the third communication unit of said first type perform the step of exchanging at least one negotiation message containing a value for said parameter prior to said change of associations". The Advisory Action states that WO '881 would disclose that the negotiation is accomplished during the setup of the connection between the mobile station and the target MSC, which would be prior to the change of associations. However, the claims require that a negotiation message is exchanged between the first communication unit (the mobile station) and the third communication unit of the first type (the source MSC 16), and not between the first communication unit (the mobile station) and the third communication unit of the second type (the target MSC 12). The Advisory Action's assertion that WO '881 would disclose the subject matter of the claims of the third concept of the present invention thus appears to be incorrect.

### **Second Concept Covered by Independent Claims 12, 33, 34 and 35**

The Advisory Action asserts that the MSC in WO '881 would need to determine a T1max value for the negotiation with the MS. However, the MSC in WO '888 uses only default values for T1max, so that it cannot be verified that the feature that "said value can be determined by said third communication unit for each of the second communication units it can be associated with" is met when combining WO '881 and WO '888.

### **Conclusion**

In view of the foregoing remarks, it is respectfully submitted that the present independent claims are in condition for allowance and such action is earnestly solicited. The claims depending therefrom should also be allowed since they include all of the allowable features of the independent claims from which they depend

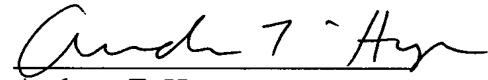
915-007.085  
10/826,882

The Commissioner is hereby authorized to charge to deposit account 23-0442 any fee deficiency required to submit this paper.

Respectfully submitted,

Dated: November 12, 2007

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